



# CITY OF LODI

## COUNCIL COMMUNICATION

**AGENDA TITLE:** Public Hearing to Consider Reimbursement Agreement #RA-95-02 for Public Improvements for Sunwest Plaza Shopping Center

**MEETING DATE:** March 1, 1995

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** That the City Council conduct a public hearing to consider Reimbursement Agreement #RA-95-02 for public improvements in Lower Sacramento Road and Kettleman Lane constructed with the Sunwest Plaza Shopping Center.

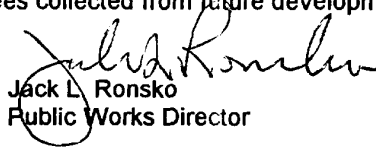
**BACKGROUND INFORMATION:** Development of the Sunwest Plaza Shopping Center was originally undertaken by Riley/Pearlman/Mitchell Corporation, owners. Financial difficulties delayed the development of the Center by the owners. In order to expedite the construction of its store on the parcel it had purchased in the Center, Wal Mart Stores installed all the public improvements required for development of the entire Center. Adjacent properties benefiting from the installation of the off-site improvements included the Ultramar Station parcel (APN 058-140-001) at the northeast corner of the Shopping Center site and four parcels fronting Lower Sacramento Road north of Kettleman Lane (APN #'s 027-040-030, 027-040-011, 027-040-010 and 027-040-012) as shown on Exhibit 1.

The Shopping Center subsequently went into receivership and Wal Mart Stores was listed as a creditor for the cost of the off-site improvements. The Center site was acquired by Wells Fargo Bank and later purchased by First Lodi Plaza Associates, a California Limited Partnership, hereafter referred to as Applicant. As part of the terms of the acquisition of the undeveloped portion of the Center, Applicant reimbursed Wal Mart Stores for the cost of the off-site improvements. Wal Mart Stores, in turn, conveyed its rights and interests to reimbursement for off-site improvements to Applicant.

On March 22, 1994, Applicant requested a Reimbursement Agreement, in conformance with Chapter 16.40 of the Lodi Municipal Code, for public improvements constructed in Lower Sacramento Road and Kettleman Lane. Actual preparation of the Reimbursement Agreement has been postponed until this time because Applicant was negotiating with one of the benefiting properties, Ultramar, Inc., for direct payment of their portion of the off-site improvements. An agreement was reached and the reimbursement estimate revised to remove the cost of the improvements benefiting the Ultramar parcel.

The Applicant has paid the appropriate application fee and will provide fees to cover the cost of recording the Agreement. The affected property owners have been notified. The reimbursable improvements consist of water main installation in Lower Sacramento Road. A copy of the Agreement is attached as Exhibit 2.

**FUNDING:** Applicant fees and reimbursement fees collected from future development.

  
Jack L. Ronsko  
Public Works Director

Prepared by Sharon A. Welch, Associate Civil Engineer  
JLR/SAW/lm

**Attachments**

cc: Associate Civil Engineer - Development Services  
First Lodi Plaza Associates  
Phillippi Engineering  
Property Owners

APPROVED: \_\_\_\_\_



THOMAS A. PETERSON  
City Manager

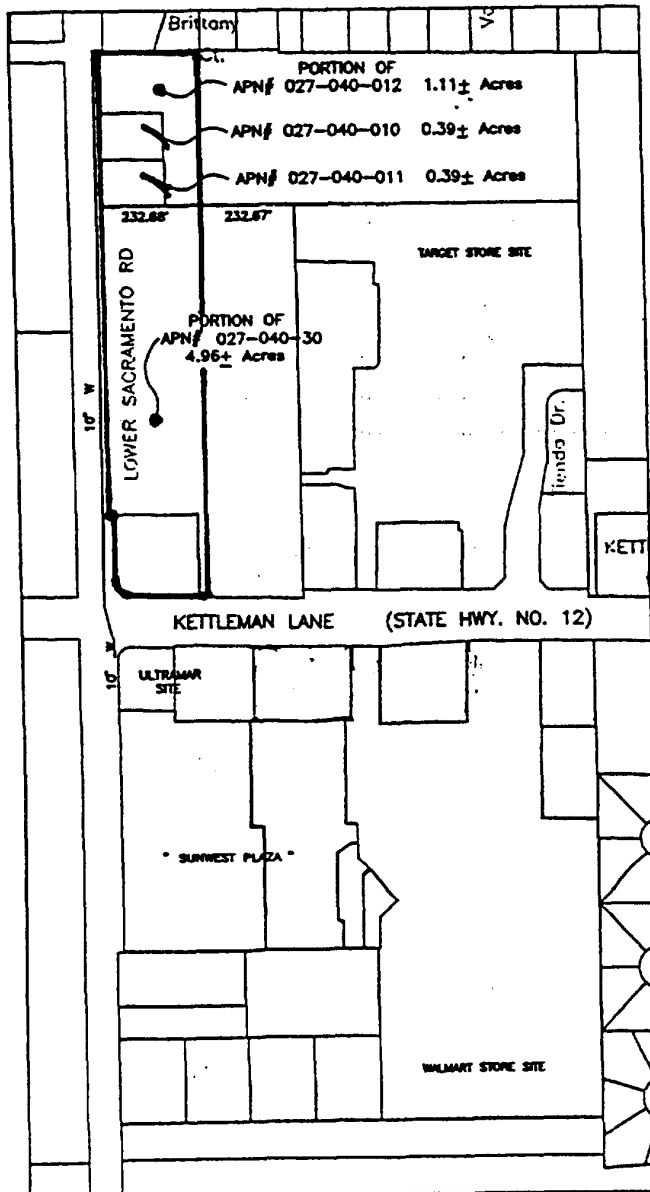


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CITY OF LODI  
PUBLIC WORKS DEPARTMENT

SUNWEST PLAZA  
REIMBURSEMENT #RA 95-02



N.T.S.

REIMBURSEMENT:

Extensions:

Watermain \$3,310.76  
Per Acre

REIMBURSEMENT RA# 95-02

WHEN RECORDED, RETURN TO:  
City Clerk  
City of Lodi  
221 West Pine Street  
Lodi, CA 95240

REIMBURSEMENT  
for  
PUBLIC IMPROVEMENTS  
AGREEMENT # RA-95-02

THIS AGREEMENT is made by and between the CITY OF LODI, hereinafter referred to as "City", and FIRST LODI PLAZA ASSOCIATES, A CALIFORNIA LIMITED PARTNERSHIP, hereinafter referred to as "Applicant".

RECITALS:

WHEREAS, Applicant is the assignee of the Developer, WAL-MART STORES, INC., of SUNWEST PLAZA SHOPPING CENTER under the terms of an agreement entered into by and between Applicant and Developer on February 9, 1994, and

WHEREAS, WAL-MART STORES, INC. entered into an Improvement Agreement with the City dated February 12, 1992, to construct public improvements needed to serve the Sunwest Plaza development, and

WHEREAS, the Developer constructed water mains that will serve additional properties that are designated and shown on the plan attached and labeled Exhibit A to this agreement and indicated thereon; and

WHEREAS, the Applicant has filed a request with the Public Works Director in conformance with Chapter 16.40 of the Lodi Municipal Code requesting reimbursement for those improvements which benefit other property or would be required of those properties upon development, and

WHEREAS, the property owners of those properties shown in Exhibit A have been notified and the City Council has conducted a public hearing regarding the Applicant's request for reimbursement.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained and pursuant to Government Code Sections 66485 through 66489 and Title 16 of the Lodi Municipal Code, it is hereby agreed between the parties as follows:

1. The amount of the reimbursable costs due to the Applicant includes construction costs less any applicable credits plus ten percent (10%) for administrative and engineering design costs as shown in attached Exhibit B.
2. The reimbursable amount shall be recalculated annually to include an amount attributable to interest, using the Engineering News Record (ENR) 20 Cities Construction Cost Index. On uncollected reimbursements, the reimbursement rates shall be calculated in January of each year beginning January 1, 1996, by the following formula:

$$(\text{ENR Jan. 1 of current year}) \div (\text{Prior year ENR}) \times (\text{Balance due Jan. 1 of prior year less payments made during the previous year})$$

The initial ENR index for this agreement is 5438.87. The initial reimbursable amounts are listed below.

Water Main Extension

\$ 3,310.76 per acre

3. In the event that the benefiting properties shown on Exhibit A develop, the City shall collect the appropriate charges from the developers of the benefiting property and reimburse the Applicant or the Applicant's heirs, successors or assigns, for a period of fifteen (15) years. Any charges collected beyond fifteen years shall be retained by the City.
4. The Applicant has paid the City \$500.00 for the preparation of this agreement prior to approval and recording of this agreement. This fee is based on one percent (1%) of the reimbursable construction costs, excluding engineering, administrative and other costs, with a minimum charge of \$500.00, and is included in the reimbursement amount.
5. Upon each collection of reimbursement charges, an administrative charge shall be deducted and retained by the City for administering the reimbursement provisions of this agreement. This charge shall be established from time to time by resolution of the City Council. As of the date of this agreement, the current charge is \$60.00.
6. This agreement shall inure to the benefit of the heirs, successors and assigns of the Applicant. The City shall mail the reimbursement to the last address of the Applicant on file with the Public Works Director of the City. In the event a reimbursement is returned or unclaimed after two (2) years from the date of mailing, the amount of the reimbursement shall revert to the City and be deposited in the appropriate development impact mitigation fee fund.
7. All correspondence and payments herein required shall be in writing, and delivered in person or sent by registered mail, postage prepaid.

Correspondence and payments to City shall be addressed as follows:

Jack L. Ronsko  
Public Works Director  
221 West Pine Street  
P. O. Box 3006  
Lodi, CA 95241-1910

Correspondence and payments to Applicant shall be addressed as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. This agreement is entered into pursuant to the provisions of Title 16 of the Lodi Municipal Code and the provisions of that section shall be deemed a part of this agreement.

IN WITNESS WHEREOF, the Applicant and the City have caused their names to be hereunto affixed and the City of Lodi has caused its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized.

APPLICANT(S)

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_  
(CORPORATE SEAL)

CITY OF LODI, A MUNICIPAL CORPORATION

By: \_\_\_\_\_

Thomas A. Peterson, City Manager

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Jennifer M. Perrin, City Clerk

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Bob McNatt, City Attorney

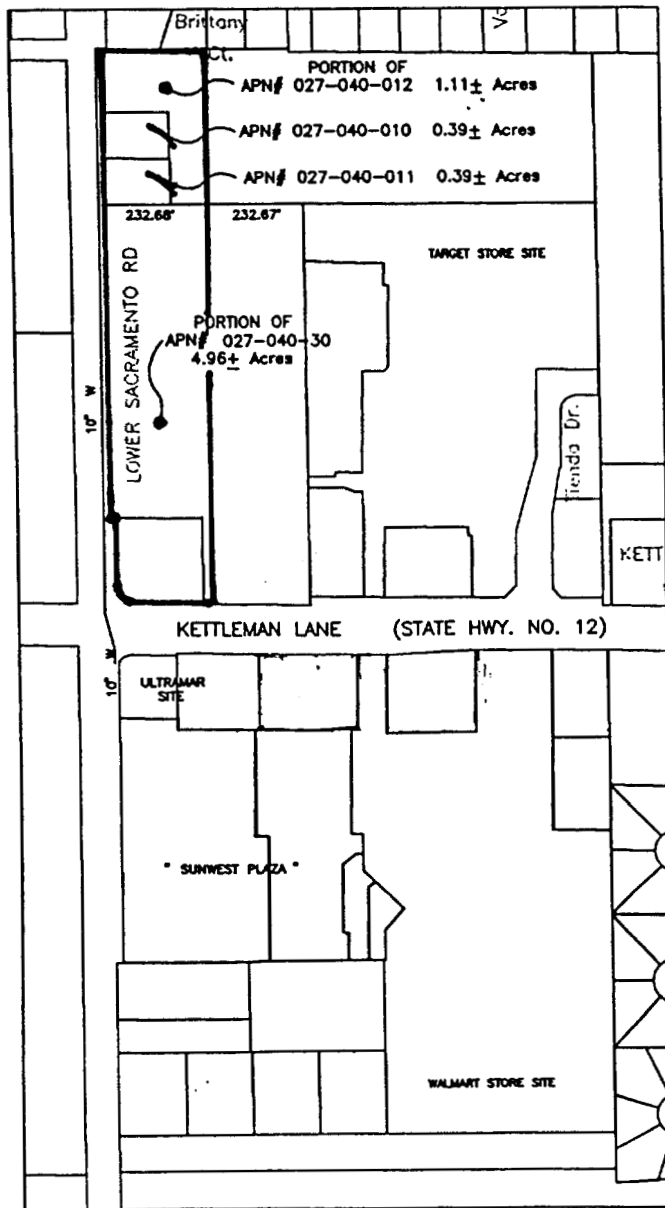


# CITY OF LODI

PUBLIC WORKS DEPARTMENT

## SUNWEST PLAZA

REIMBURSEMENT #RA 95-02



N.T.S.

### REIMBURSEMENT:

Extensions:

Watermain \$3,310.76  
Per Acre

REIMBURSEMENT RA# 95-02

**Exhibit B**

City of Lodi  
Publics Works Department

Cost Estimate for  
Reimbursement Agreement

Development: Sunwest Plaza  
Developer: Browman Development Company  
Engineer: Phillippi Engineering

**Cost of Reimbursable Improvements for: SUNWEST PLAZA SHOPPING CENTER**

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Price</u>	<u>Percent</u> <u>Reimbursable</u>	<u>Total</u>
<u>Water System</u>						
1.	10" Water Pipe (PVC)	1,186	LF	\$17.25	100	20,458.50
2.	10" Water Pipe (DIP)	65	LF	21.00	100	1,365.00
3.	10" Water Valve	4	EA	800.00	100	3,200.00
4.	8" Reducer	1	EA	280.00	100	280.00
5.	Major Crossing (Kettleman Lane):					
	10" Water Pipe (PVC) in existing casing	95	LF	17.25	50	853.88
	10" Water Valves	2	EA	800.00	50	800.00
6.	Traffic Control <sup>1</sup>	1	LS	170.00	100	170.00
Subtotal						\$27,127.38
10% Engineering & Administration						\$2,712.74
Subtotal						\$29,840.12
Less City paid credits						\$7,661.43
Total Water System						\$22,178.69
Subtotal Reimbursable Costs						\$22,178.69
City Fee for preparation of agreement ( 1% of system subtotals, \$500 minimum )						\$500.00
Total Reimbursable Cost						\$22,678.69
Cost (incl. prorated City fee)						
		Quantity	Fee			
<u>Reimbursement for Water System per Acre :</u>		\$22,678.69	6.85	\$3,310.76	per Acre	
Check Total:		\$22,678.69				

**Notes:**

1. The traffic control cost for water main installation was prorated based on the percentage of reimbursable costs to total construction costs and the traffic control costs for the entire project shown on the cost estimate prepared with the original improvement agreement.



## CITY OF LODI

Carnegie Forum  
305 West Pine Street, Lodi

## NOTICE OF PUBLIC HEARING

Date: March 1, 1995

Time: 7:00 p.m.

For information regarding this notice please contact:

**Jennifer M. Perrin**

**City Clerk**

**Telephone: (209) 333-6702**

## NOTICE OF CONTINUED PUBLIC HEARING

March 1, 1995

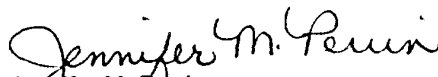
**NOTICE IS HEREBY GIVEN** that on Wednesday, March 1, 1995 at the hour of 7:00 p.m., or as soon thereafter as the matter may be heard, the City Council will conduct a continued Public Hearing at the Carnegie Forum, 305 West Pine Street, Lodi, to consider the following matter:

- a) Reimbursement Agreement #RA-95-02 for public improvements in Lower Sacramento Road constructed with the Sunwest Plaza Shopping Center

All interested persons are invited to present their views and comments on this matter. Written statements may be filed with the City Clerk at any time prior to the hearing scheduled herein, and oral statements may be made at said hearing.


If you challenge the subject matter in court, you may be limited to raising only those issues you or someone else raised at the Public Hearing described in this notice or in written correspondence delivered to the City Clerk, 221 West Pine Street, at or prior to the Public Hearing.

By Order of the Lodi City Council:

  
Jennifer M. Perrin  
City Clerk

**Dated: February 1, 1995**

Approved as to form:

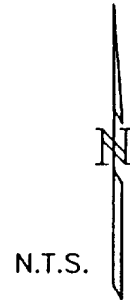
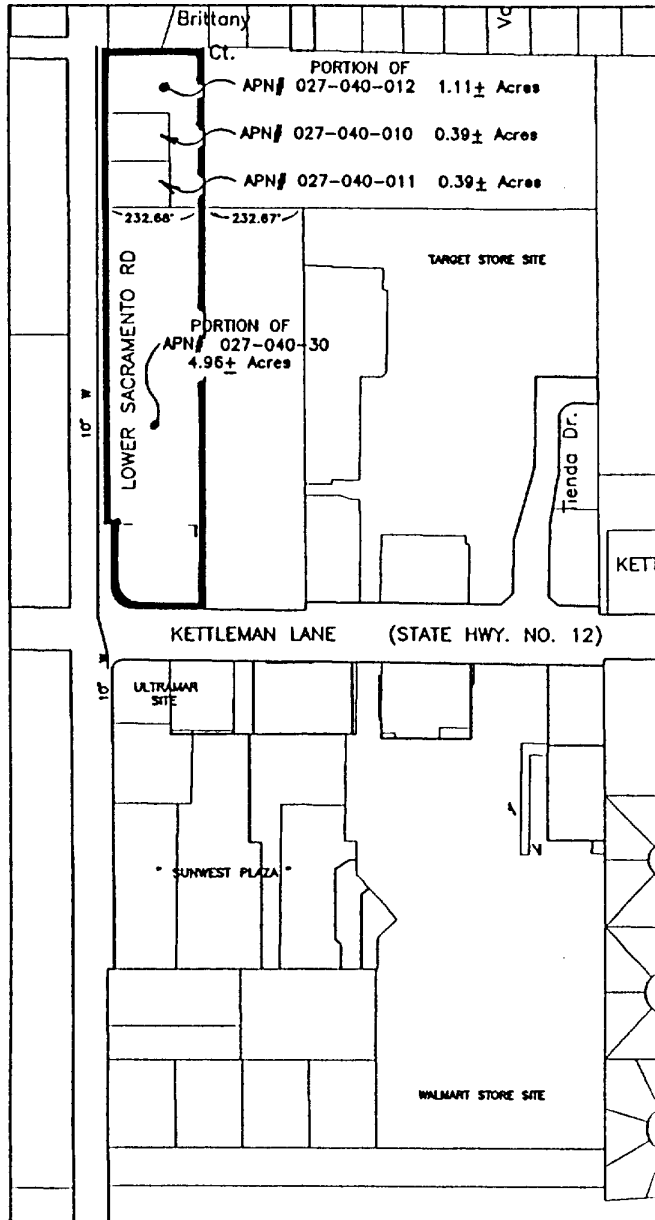
  
Bobby W. McNatt  
City Attorney





**CITY OF LODI**  
PUBLIC WORKS DEPARTMENT

**SUNWEST PLAZA**  
REIMBURSEMENT #RA 95-02





## DECLARATION OF MAILING

On February 2, 1995 in the City of Lodi, San Joaquin County, California, California, I deposited in the United States mail, envelopes with first-class postage prepaid thereon, containing a copy of the Notice attached hereto, marked Exhibit "A"; said envelopes were addressed as is more particularly shown on Exhibit "B" attached hereto.

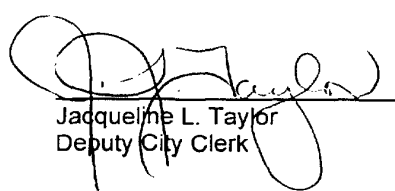
There is a regular daily communication by mail between the City of Lodi, California, and the places to which said envelopes were addressed.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on February 2, 1995, at Lodi, California.

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Jennifer M. Perrin  
City Clerk



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Jacqueline L. Taylor  
Deputy City Clerk

APN# 027-040-012

ANTONIO & MENAROA VALENTINO  
22 POWERS AVE.  
SAN FRANCISCO, CA. 94110

APN# 027-040-010

TOM & TERRY KIRK  
1212 S. LOWER SACRAMENTO RD.  
LOO, 95242

APN# 027-040-011

SITUS: 1224 S. LOWER  
SACRAMENTO RD.

PHYLLIS J. KAVIANOS  
15288 N. LOWER SACRAMENTO ROAD  
LOO, 95242

APN# 027-040-30

ANAGNOS, A & O  
801 E. HUGO  
LOO 95240

Browman Development Co, Inc.  
100 Swan Way, Ste. 206  
Oakland, CA 94621-1459

Phillippi Engineering, Inc.  
P.O. Box 6556  
Vacaville, CA 95696-6556

CITY COUNCIL

STEPHEN J. MANN, Mayor  
DAVID P. WARNER  
Mayor Pro Tempore  
RAY C. DAVENPORT  
PHILLIP A. PENNINO  
JACK A. SIEGLOCK

# CITY OF LODI

CITY HALL, 221 WEST PINE STREET  
P.O. BOX 3006  
LODI, CALIFORNIA 95241-1910  
(209) 333-6706  
FAX (209) 333-6795

THOMAS A. PETERSON  
City Manager  
JENNIFER M. PERRIN  
City Clerk  
BOB McNATT  
City Attorney

February 21, 1995

MAILING LIST ATTACHED

**SUBJECT:** Public Hearing to Consider Reimbursement Agreement #RA-95-02 for  
Public Improvements for Sunwest Plaza Shopping Center

Enclosed is a copy of background information on an item on the City Council agenda of Wednesday, March 1, 1995, at 7 p.m. The meeting will be held in the City Council Chamber, Carnegie Forum, 305 West Pine Street.

The Council will conduct a public hearing on this item. You are welcome to attend and speak at the appropriate time.

If you wish to write to the City Council, please address your letter to City Council, City of Lodi, P. O. Box 3006, Lodi, California, 95241-1910. Be sure to allow time for the mail. Or, you may hand-deliver the letter to City Hall, 221 West Pine Street.

If you wish to address the Council at the Council meeting, be sure to fill out a speaker's card (available at the Carnegie Forum immediately prior to the start of the meeting) and give it to the City Clerk. If you have any questions about communicating with the Council, please contact Jennifer Perrin, City Clerk, at (209) 333-6702.

If you have any questions about the item itself, please call Sharon Welch at (209) 333-6706.

  
Jack L. Ronsko  
Public Works Director

JLR/lm

Enclosure

cc: City Clerk ✓

APN # 027-040-012

Antonio + Mariana Vacantins  
22 Pidgees Ave.  
San Francisco, Ca. 94110

APN # 027-040-010

Tom + Terry Klein  
1212 S. Lowe Sacramento Co.  
Lodi, 95242

APN # 027-040-011

Phyllis J. Kavanos  
15298 N. Lowe Sacramento Co.  
Lodi, 95242

Stms: 1224 S. Lowe  
Sacramento Co.

APN # 027-040-030

Alvaros, A + O  
201 E. Hwy 12  
Lodi, 95240

First Lodi + Liza Associates  
40 Browman Development Co, Inc.  
100 Sun Way, Ste. 200  
Oakland, CA 94621-1459

Phillippi Engineering, Inc.  
P.O. Box 6556  
Vacaville, CA 95696-6556